

sign any instrument of writing by which her property could be sold during her lifetime, and that said Camper then solemnly assured respondent, that if said deed were executed, the property should not be sold, nor should any attempt be made to sell it under said deed, in the lifetime of respondent's said wife, and upon the faith of these assurances and promises alone, was he induced to give the mortgage. That further, to secure the payment of said notes, respondent and the said John F. Forrest, at the same time the mortgage of the real estate was given, executed to said Camper, as trustee, a deed of mortgage of the store goods of said McMakin & Forrest, and that before the institution of this suit, on or about the 12th of January, 1849, the said Camper took possession of said goods. That the cost of these goods was \$2,654 40, an amount which they were certainly worth, when taken by said Camper in his possession. That this amount far exceeds the amount of the said notes which fell due at six and nine months, which were the only ones due at the time of the institution of this suit, and that before the commencement of this said suit, said goods had been sold by said Camper. That one Francis Feelemyer holds a mortgage for \$400 upon a parcel of said real estate, of an older date than the mortgage to Camper, and respondent is advised that before a decree should pass for a sale, the said Feelemyer should be made a party to this suit, as his debt is due, and his interest may be sold with that of the complainants, and that the sale of their interest would be injuriously influenced by an outstanding lien upon the property. And the said Agnes says she was induced to sign the mortgage by the assurance of her husband, that said Camper had agreed with him, not to sell said land during her lifetime.

The deed of the goods, and mortgage to Feelemyer were proved under the commission, and the purport of the other evidence taken thereunder, is sufficiently stated in the opinion.]

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THE CHANCELLOR:

This case is submitted upon an agreement of parties, and upon a written argument on the part of the complainants.